AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, I Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Holland & Knight, LLP, 315 South Calhoun Street, Suite 600, Tallahassee, Florida 32301, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY has the need for professional lobbying services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, appropriations, and grant programs on an as-needed basis and has chosen the CONTRACTOR for the required services when in the COUNTY's best interests; and

WHEREAS, the services sought are exempt from the formal solicitation process (EX-20-11298-TP has been assigned by the COUNTY for internal tracking purposes).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin on January 1, 2020 and continue through December 31, 2020, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT will furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONSULTANT.

Obligations of the CONSULTANT shall include, but not be limited to, the following:

A. The CONSULTANT will be required by law to register prior to undertaking any lobbying effort on the COUNTY's behalf with legislative or executive members, staff or employees. There are penalties for failing to do so and for failing or refusing to file timely reports of expenditures. The firm will be responsible for registering and reporting the required activities of our member(s) who will be engaged in this matter, likewise the CONSULTANT shall be responsible to prepare, sign, and timely file all registrations and reports that the CONSUTLANT is required to file with the state, and shall immediately furnish copies of such registration and reports to the COUNTY for any execution required for that compliance by the firm.

- B. The CONSULTANT will ensure that all of its employees, agents, sub-CONSULTANTS, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONSULTANT will furnish a written report to the COUNTY's Director of Governmental Affairs on a regular basis.
- D. The CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- E. The CONSULTANT will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONSULTANT may subcontract the services requested by the COUNTY; however, the CONSULTANT is fully responsible for the satisfactory completion of all subcontracted work.

<u>SECTION 4.</u> <u>STANDARD OF CARE.</u>

- A. The CONSULTANT has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill, and ability as any other similarly situated CONSULTANT possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONSULTANT shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONSULTANT covenants and agrees that it and its employees, agents, sub-CONSULTANTs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Eighty Five Thousand and 00/100 Dollars (\$85,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONSULTANT will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONSULTANT for any project

which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONSULTANT, the COUNTY will hold any amounts due until such time as the CONSULTANT has appropriately addressed the problem. Under no circumstances shall the Scope of Services include any specific legislative, public affairs, or public policy outcome.

D. The CONSULTANT will be reimbursed for actual costs incurred, in accordance with the pricing schedule set forth in **Exhibit "B"**, which is attached hereto and made a binding part hereof. All travel expenses will be billed in accordance with Section 112.061, Florida Statutes.

SECTION 6. DISCLOSURE OF CONFLICT.

In the event of any of the COUNTY's legislative issues/priorities conflict with issues the CONSULTANT is working on for other clients, the CONSULTANT shall immediately disclose that conflict or potential conflict to the COUNTY.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONSULTANT, or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination because of termination due to the fault of the CONSULTANT. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

SECTION 9. INSURANCE.

A. The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONSULTANT allow any sub-CONSULTANT to commence work on its subcontract until all similar insurance required of the sub-

CONSULTANT has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

- B. The CONSULTANT shall maintain the following types of insurance, with the respective minimum limits:
 - 1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) Any Auto;
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) (applicable to general liability, not automobile liability); and
 - 4. WORKERS' COMPENSATION: Workers' Compensation which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONSULTANT understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-CONSULTANTs, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONSULTANT shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on CONSULTANT's general liability and auto liability policies, and provide the COUNTY with proof of same. The COUNTY acknowledges and accepts that none of the CONSULTANT's other insurance policies offer additional insureds on the policies.
- D. The CONSULTANT shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 - 1. The name of the insured CONSULTANT,
 - 2. The specified job by name and job number.
 - 3. The name of the insurer,
 - 4. The number of the policy,
 - 5. The effective date,

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- 6. The expiration date,
- 7. A statement that the insurer will mail notice to the COUNTY at least thirty 30 days (except ten 10 days for nonpayment of premium)prior to cancellation of the policy.
- 8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

Osceola County Board of County Commissioners c/o Director of Human Resources 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.
- F. The CONSULTANT shall ensure that any sub-CONSULTANT(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONSULTANT shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or sub-CONSULTANT providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The general liability and auto liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONSULTANT's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action,

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. PUBLIC RECORDS.

A. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office 1 Courthouse Square, Suite 3100 Kissimmee, Florida 34741 407-742-0100 BCCPIO@osceola.org

- B. The CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONSULTANT will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONSULTANT, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - 1. Keep and maintain public records required by the COUNTY to perform the service.
 - 2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
 - 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONSULTANT does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 14. INDEPENDENT CONSULTANT.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-CONSULTANTs, representatives, volunteers, and the like, will be an independent CONSULTANT and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONSULTANT, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONSULTANT, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the negligent acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers, or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs,

expert witnesses, consultation services (but excluding attorneys' fees), arising from any and all negligent acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder, provided that this agreement to indemnify, defend, and hold harmless shall be void and of no force and effect if it invalidates the CONSULTANT's insurance or otherwise deprives the CONSULTANT of any benefits under said insurance.

SECTION 18. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONSULTANT shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONSULTANT upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is

understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONSULTANT. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the COUNTY and the CONSULTANT shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:

Osceola County

Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741

CONSULTANT:

Holland & Knight, LLP

315 South Calhoun Street, Suite 600

Tallahassee, Florida 32301

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to

this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted CONSULTANT list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-CONSULTANT, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted CONSULTANT list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all subconsultants it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business

hours by an authorized representative of the COUNTY, and shall be retained by the CONSULTANT for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books related to the performance of this Agreement during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONSULTANT have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONSULTANT to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONSULTANT replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONSULTANT, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Mike Nicola, Government Affairs Director Osceola County Administration 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741 Phone: 407-742-2393

Email: mike.nicola@osceola.org

B. The CONSULTANT Project Manager's contact information is as follows:

Mark K. Delegal Holland & Knight, LLP 315 South Calhoun Street, Suite 600 Tallahassee, Florida 32301 Phone: 850-224-7000

Email: Mark.Delegal@hklaw.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of

the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONSULTANT agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONSULTANT provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

	BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA By: Designee County Manager/Designee
	Date:
	HOLLAND & KNIGHT, LDP By: Mark K. Delegal Title: Partner
STATE OF FLORIDA COUNTY OF	
2019, by Nank K Deligal as LLP, who personally swore or affirmed tha	of Holland & Knight, the/she is authorized to execute this Agreement and is personally known to me OR has produced
	NOTARY PUBLIC, State of Florida
(stamp)	KAY RYAN AKRIDGE MY COMMISSION # GG 299748 EXPIRES: June 7, 2023 Bonded Thru Notary Public Underwriters

Holland & Knight

315 South Calhoun Street, Sulte 600 | Taliahassee, FL 32301 | T 850.224.7000 | F 850.224.8832 Holland & Knight LLP | www.hklaw.com

Mark K. Delegal (850) 425-5685 mark_delegal@hklaw.com

August 22, 2019

Via E-Mail Delivery

Mr. Don Fisher Osceola County Manager 1 Courthouse Square Kissimmee, FL 34741

Re: Engagement letter; Osceola County for Calendar Year 2020

Dear Mr. Fisher:

This will confirm that Holland & Knight LLP ("H&K") has been retained as a lobbyist for Osceola County on Legislative matters, effective upon execution of this agreement, for the period of one year, beginning January 1, 2020. The purpose of this letter is to outline our proposed engagement as counsel and to provide you with Holland & Knight's "Terms of Engagement" that will govern our relationship.

We will assist Osceola County by reporting legislative developments and lobbying legislation, at your direction, that may be of interest to Osceola County during the legislative session and any special sessions that we have reason to attend. We will consult with you and other Osceola County officials to assist in arriving at appropriate positions and strategies, meet with legislators and other interest groups and influential parties, and perform other activities customarily and ethically performed by lobbyists to encourage the passage of desirable legislation and the defeat of legislation that is adverse. While H&K may consult with others in the performance of this agreement, the responsibility of organization and leadership of the lobbying team will fall upon Mark Delegal. We will monitor and report to you on a weekly basis during the regular legislative session. Similar reports will be rendered during any special session.

The compensation for services to be performed will be \$80,000.00 annually, payable in twelve (12) installments of \$6,666.67 each year. We will remit a statement on January 1, 2020 for \$6,666.67, and on the first day of each month thereafter through calendar year 2020. The "out of pocket" expenses directly related to your specific representation, such as travel, meals, or other external expenses, will be billed to you in addition to the amount of the fees. The aggregate amount

Mr. Don Fisher August 22, 2019 Page 2

of costs that we will bill Osceola County in addition to our compensation will not exceed \$5,000 for each year without your prior approval.

Chapter 2005-359, Laws of Florida, requires all lobbyists to identify their lobbying clients' "main business" at the time the lobbyists register. The law requires lobbying firms, including individual contract lobbyists, to make quarterly reports on the amount of compensation paid to the lobbyist or lobbying firm for lobbying activities by each lobbying client. The statute defines lobbying as "influencing or attempting to influence legislative action or nonaction through oral or written communication or an attempt to obtain the goodwill of a member or employee of the Legislature."

Chapter 2005-359, Laws of Florida, also provides the random audits of a specified percentage of lobbying firms shall be made to determine compliance with the legislation. A lobbying firm may also be audited as a result of a failure to file required reports or based on a complaint. The law also required lobbyists and lobbying firms to keep specific records that would substantiate the compensation paid for lobbying activities for four years and to allow auditor access to these records at the request of the auditor. The statute provides for legislative subpoena to obtain the records.

The law imposes similar registration and reporting requirements on those who lobby the executive branch of state government and defines lobbying before the executive branch as "seeking, on behalf of another person, to influence an agency with respect to a decision of the agency in the area of policy or procurement or an attempt to obtain the goodwill of an agency official or employee." The term "agency" includes the Governor, the Cabinet, and any department, division, bureau, board, commission or authority of the executive branch. Agency officials and employees are specifically defined as those persons required by law to file a full or limited public disclosure of their financial interests.

The statute is intended to be applicable to all lobbyists (both lawyers and nonlawyers). You should be advised that the Firm's records may be subject to audit, however, the Firm will not disclose information relating to any representation that is not required by the statute.

Further, consistent with the enactment of Chapter 2005-359, Laws of Florida, and Sections 11.045 and 112.3215 and related provisions, the compensation for services under agreement are allocated into the following two categories: (1) lobbying the Legislature and (2) lobbying the Executive Branch. More specifically:

- 1. <u>Lobbying before the Legislature</u>: Osceola County and H&K agree that the portion of time and services under the agreement that is to be devoted to influencing or attempting to influence legislative action or non-action through oral or written communication or attempting to obtain the goodwill of members of the Legislature and employees of the Legislature shall equal seventy-five percent (75%) of the total time and services to be provided under this agreement. The annual compensation to be paid for these services shall be \$60,000.00.
- 2. <u>Lobbying before the Executive Branch</u>: Osceola County and H&K agree that the portion of time and services under the agreement that is to be devoted to influencing or attempting to influence an agency with respect to a decision of the agency in the area of policy through oral or

Mr. Don Fisher August 22, 2019 Page 3

written communication or attempting to obtain the goodwill of an agency official or employee shall equal twenty-five percent (25%) of the total time and services to be provided under this agreement. The annual compensation to be paid for these services shall be \$20,000.

Compensation and fees received for lobbying both the executive branch and the legislative branch must be reported on a quarterly basis by the lobbyists regardless of whether or not the lobbyist is an attorney. For reporting purposes, the fees are expressed in a range of fees in \$10,000 increments. These reports are subject to audit for accuracy. As expressed in the paragraph above, the fees received will be reported to the legislature as lobbying compensation in the amounts delineated for the executive and legislative branches. Your signature on this letter will serve as consent and authorization for disclosure of this compensation amount.

Again, the compensation is \$80,000 annually.

In addition to the compensation reporting, the Florida House of Representatives, by House Rule 17.1(h), is requiring all lobbyists to file a House appearance record with the House Public Integrity & Ethics Committee identifying the specific matter(s) and each principal represented when the lobbyist is lobbying the House. The House has established a website that lobbyists must use for compliance with this House Rule. Your signature on this letter authorizes Holland & Knight to comply with this House Rule by identifying the specific matter(s) we are lobbying the House on your behalf.

We appreciate the opportunity to represent and work with Osceola County and I look forward to working with you in the coming years. If the terms described above are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

If you have any questions, please do not hesitate to contact me.

HOLLAND & KNIGHT LLP TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

<u>Legal Fees</u>. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for

retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP

personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Exhibit "B" Pricing Schedule

The CONSULTANT shall submit a monthly invoice at the first of each month, beginning on January 1, 2020:

Item	Description	UNIT	UNIT PRICE	QUANTITY	EXTENDED COST
1.	Retainer Fee	Monthly (January 1, 2020 to December 31, 2020)	\$6,666.67	12	\$80,000.00
2.	Reimbursable Expenses for actual costs incurred	January 1, 2020 to December 31, 2020	Not to exceed during annual period		\$5,000.00
	Total				

Reimbursable Expenses for actual costs incurred will not exceed \$5,000 for the term of the Agreement without prior written approval.